



**REQUEST FOR PROPOSALS (“RFP”) for  
Passive Industrial REIT Mandate**

**RFP NUMBER 16-01**

**RELEASE DATE: January 25, 2016**

**DEADLINE FOR INQUIRIES: February 3, 2016, BY 3:00 PM EST**

**DEADLINE FOR SUBMISSION: February 12, 2016, BY 3:00 PM EST**

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## **SECTION 1 – INTRODUCTION**

### **1.1 Title**

Request for Proposals (“RFP”) for investment management services for a separate account with a Passive Industrial REIT mandate for the Indiana Public Retirement System (“INPRS” or the “System”)

### **1.2 Overview of Request for Passive Industrial REIT Mandate**

INPRS is soliciting proposals from all qualified investment firms who wish to be considered as an investment manager to provide the following:

Portfolio management services for a Passive Industrial REIT mandate within INPRS’ strategic allocation to Real Estate, as described in Section 3 - Scope of Services.

### **1.3 INPRS Background**

#### **1.3.1 History**

INPRS was established by statute in 2011 as an independent body corporate and politic. The System is not a department or agency of the state but is an independent instrumentality exercising essential government functions. INPRS was established by legislation to manage the retirement funds of certain public employees throughout the State of Indiana.

INPRS administers seven Defined Benefit (“DB”) plans. Public Employees’ Retirement Fund (“PERF”), effective July 1, 1945, was initially created to provide pension benefits for Indiana residents who chose to work for the State of Indiana. Since then, the following five additional funds have been created:

- 1977 and 1985 Judges’ Retirement System (“JRS”);
- 1977 Police Officers’ and Firefighters’ Pension and Disability Fund (“1977 Fund”);
- State Excise Police, Gaming Agent, Gaming Control Officer and Conservation Enforcement Officers’ Retirement Plan (“C&E Plan”);
- Legislators’ Retirement System (“LRS”);
- Prosecuting Attorneys’ Retirement Fund (“PARF”)

INPRS also administers Indiana State Teachers’ Retirement Fund (“TRF”), created in 1921 by the Indiana General Assembly. TRF provides retirement benefits for public school teachers and other teaching professionals who work for state-funded institutions.

These seven funds (PERF, TRF, JRS, 1977 Fund, C&E Plan, LRS, and PARF) are managed separately and administered by INPRS. For additional information regarding INPRS and the funds detailed above, please access: <http://www.in.gov/inprs/>.

### 1.3.2 Investments

INPRS manages approximately \$29 billion dollars. INPRS has an assumed rate of return on invested assets of 6.75%. INPRS' investment portfolio currently consists of:

Asset Class	Target Allocation	Target Range
Public Equity	22.0%	19.5% to 24.5%
Private Equity	10.0%	7.0% to 13.0%
Fixed Income – Ex Inflation-Linked	24.0%	21.0% to 27.0%
Fixed Income – Inflation –Linked	7.0%	4.0% to 10.0%
Commodities	8.0%	6.0% to 10.0%
Real Estate	7.0%	3.5% to 10.5%
Absolute Return	10.0%	6.0% to 14.0%
Risk Parity	12.0%	7.0% to 17.0%

Mercer is INPRS' Real Estate consulting firm and assisted in the preparation of this RFP and will consult on the evaluation of responses.

### 1.3.3 Real Estate Portfolio

INPRS is seeking a REIT manager to manage a passive, industrial-only REIT portfolio. INPRS' total Real Estate portfolio is currently valued at approximately \$1.6 billion. An allocation to passive, industrial REITs is set at \$100 million.

## 1.4 Issuer

INPRS is issuing this RFP in accordance with Indiana statutes governing the procurement of services and certain administrative policies of INPRS. The staff of INPRS has prepared the content of this RFP. One (1) copy of this RFP may be provided free of charge from INPRS or an electronic copy may be obtained from the following website: <http://www.in.gov/inprs/quoting.htm>. Additional copies are available at the rate of \$0.10 per page.

## 1.5 Contacts

Inquiries from Respondents are not to be directed to any staff or member of the Board of Trustees of INPRS, except as outlined in *Section 1.6* of this RFP. Such unauthorized communication(s) may disqualify Respondent from further consideration. INPRS reserves the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any communications about the RFP between INPRS and other Respondents.

## **1.6 Inquiries about the RFP for INPRS**

All inquiries and requests for information affecting this RFP must be submitted by email to the contact below no later than due dates outlined in *Section 1.16* of this RFP.

Stanton Lanman  
Procurement Officer  
procurements@inprs.in.gov

INPRS reserves the right to judge whether any questions should be answered in writing and copies will be posted to the INPRS website.

If it becomes necessary to revise any part of this RFP or provide additional interpretation of a provision, an addendum will be posted to the INPRS website prior to the due date for proposals. If such addendum issuance is necessary, the Procurement Officer may extend the due date and time of the proposals to accommodate such additional information requirements, if necessary.

## **1.7 Invitation to Submit Proposals**

All proposals must be **emailed no later than February 12, 2016 at 3:00 PM EST to procurements@inprs.in.gov**. Each Respondent must also submit one hard copy and one electronic copy (preferably PDF) of the Respondent's proposal on CD. Please mark one of the electronic responses as an original. This electronic copy labeled original will be considered the official submission. The proposal must be clearly marked "Response to RFP 16-01 for Passive Industrial REIT Mandate" with a postmark no later than February 12, 2016 and addressed/delivered to:

Stanton Lanman  
Procurement Officer  
Indiana Public Retirement System  
One North Capitol, Suite 001  
Indianapolis, IN 46204

Any proposal received after the due date will not be considered. Any late proposals will be returned to the Respondent unopened within thirty (30) days of filing upon request.

## **1.8 Modification or Withdrawal of Offers**

Responses to this RFP may be modified or withdrawn in writing (by facsimile or mail), if modifications are received prior to the date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, with proper identification and execution of a receipt for the proposal. Modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered.

INPRS may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, INPRS will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected as deemed

necessary by INPRS. Major errors or omissions, such as the failure to include prices, will not be considered by INPRS as a minor errors or omission and may result in disqualification of the proposal from further evaluation.

## **1.9 Confidential Information**

Respondents are advised that materials contained in proposals are subject to the Indiana's Access to Public Records Act ("APRA"), IC 5-14-3 et seq., and, after the contract award, the entire RFP file, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of such envelope that confidential materials are included. The Respondent must also specify the applicable statutory exception. If the Respondent does not specifically identify the statutory exception(s), INPRS will NOT consider the submission confidential. Furthermore, if INPRS does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may either reject the proposal or consider the merits of the proposal without honoring the confidentiality requested. INPRS does not accept blanket confidentiality exceptions for the totality of the proposal. INPRS does not consider pricing to be confidential information. INPRS reserves the right to make determinations of confidentiality. Any objection to INPRS' confidentiality determination may be raised with the Indiana Public Access Counselor.

## **1.10 RFP Response Costs**

INPRS accepts no obligation for costs incurred by Respondents in preparation of a proposal or any other costs incurred in anticipation of being awarded a contract.

## **1.11 Proposal Life**

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date specified above. Any proposal accepted by INPRS for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by INPRS.

## **1.12 Taxes**

INPRS is exempt from federal, state, and local taxes. INPRS will not be responsible for any taxes levied on the Respondent as a result of any contract resulting from this RFP.

## **1.13 Secretary of State Registration**

Before an out-of-state corporate Respondent can do business with INPRS, the Respondent must be registered with the Indiana Secretary of State. If an out-of-state corporate Respondent does not have such registration at present, the Respondent should contact:

Secretary of State of Indiana  
Corporations Division  
302 West Washington Street, E018

Indianapolis, IN 46204  
(317) 232-6576

For the necessary registration application form, or it can be accessed via the internet at <http://www.in.gov/icpr/2362.htm>. It is each Respondent's responsibility to register prior to the initiation of any contract discussions, but registration is not a requirement to submit a response.

#### **1.14 Discussion Format**

INPRS reserves the right to conduct discussions, either oral or written, with those Respondents determined by INPRS to be reasonably viable to being selected for award. INPRS also reserves the right to seek clarification to resolve issues as deemed necessary by INPRS.

#### **1.15 Compliance Certification**

Responses to this RFP serve as a representation that the Respondent and its principals, have no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and Respondent agrees that it will immediately notify INPRS of such actions should they arise. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana. The Respondent agrees that INPRS may initiate a background check on the Respondent and/or its principals in order to confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that INPRS may bar the Respondent from contracting with INPRS, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its liability to the State of Indiana and has submitted proof of such payment to INPRS.

#### **1.16 Summary of Milestones**

The following is the expected timeline for this solicitation:

<b>ACTIVITY</b>	<b>EXPECTED DATE</b>
<b>Release of RFP</b>	<b>January 25, 2016</b>
<b>Respondent's Inquiry Period Ends</b>	<b>February 3, 2016, 3:00 P.M. (EST)</b>
<b>Answers to Inquiries Published to Website</b>	<b>February 5, 2016</b>
<b>Respondent Electronic RFP Submissions Due</b>	<b>February 12, 2016, 3:00 P.M. (EST)</b>
<b>Discussion and/or site visits (if necessary)</b>	<b>March 2016</b>
<b>Selection of Manager(s)</b>	<b>March 2016</b>

## **SECTION 2 – PROPOSAL CONTENT REQUIREMENTS**

### **2.1 General Instructions**

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below.

A complete proposal will include the following:

- Electronic submissions as per the guidelines in *Section 1.7* of this RFP.
- Hard copy submission of a transmittal letter (with the information in *Section 2.2* of this RFP).
- Hard copy submission of a business proposal (with the information and attachments described in *Section 2.3* of this RFP).
- Hard copy submission of a fee proposal (with the information in *Section 2.4* of this RFP).
- Hard copy and a CD ROM of the entire proposal.

### **2.2 Transmittal Letter**

The transmittal letter must be in the form of a letter and address the following topics:

#### **2.2.1 Identification of RFP**

The transmittal letter must first identify the RFP title and number.

#### **2.2.2 Identification of Manager**

The transmittal letter must identify the following information:

- Respondent Name
- Street Address
- City
- State
- ZIP
- Contact Name
- Phone
- Email

#### **2.2.3 Summary of Ability and Desire to Supply the Required Services**

The transmittal letter must briefly summarize the Respondent's ability to supply the requested services. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP, including INPRS's standard contract clauses.



#### **2.2.4 Signature of Authorized Representative**

An authorized representative of the Respondent must sign the transmittal letter. Respondent personnel signing the transmittal letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section must contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### **2.2.5 Other Information**

Any other information the Respondent may wish to briefly summarize will be acceptable.

### **2.3 Business Proposal**

The business proposal must contain the required information and be organized under the specific section titles as listed below.

#### **2.3.1 Executive Summary**

Provide a high level description of the proposed scope of services.

#### **2.3.2 Relevant Experience**

See Appendix C Questionnaire.

#### **2.3.3 Organizational Capability**

Describe the Respondent's organizational capability to provide the scope of work described in *Section 3* of this RFP. To demonstrate organizational capability, provide the following:

##### **i. Personnel**

See Appendix C Questionnaire.

##### **ii. Registration to do Business**

Respondents proposing to provide services required by this RFP are required to be registered to do business within the state with the Indiana Secretary of State. The contact information for this office may be found in *Section 1.13* of this RFP. This process must be concluded prior to contract negotiations with INPRS. It is the Respondent's responsibility to successfully complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

##### **iii. Financial Statements and Quality Assurance Report**

This section must include the Respondent's financial statements, including an income statement and balance sheet for each of the two most recently completed

fiscal years. In addition, please provide a copy of the Respondent's most recent financial statement audit report

#### **2.3.4 Required Questionnaire, Appendix C**

Complete the questionnaire, Appendix C.

- **2.3.5 Investment Management Agreement**

*Appendix A.2* of this RFP is the base investment management agreement that will be used if an award is made. Any or all portions of this document are incorporated by reference as an addendum to the final contract. The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this RFP in this section. Additionally, if the Respondent wishes to include or change any language in the base agreement being submitted, proposed language should be included in this section in the form of an amendment to the base investment management agreement. It should be noted that *Appendix A.1* of this RFP includes the essential clauses that are non-negotiable.

#### **2.3.6 Assumptions**

List any assumptions made by the Respondent in developing the response to this RFP, including INPRS responsibilities.

### **2.4 Fee Proposal**

Please provide a detailed fee proposal. Fee calculations/formulas shall assume U.S. dollars. The Services and asset thresholds detailed in SECTION 3 – SCOPE OF SERVICES of this RFP are the basis for the proposed fees. The proposed fees shall include all costs for providing Services to INPRS as described and shall be guaranteed through the contract term. In no case will the final fee be higher than the fee contained in the Proposal. Payment of fees shall be quarterly in arrears. Please answer the "Investment Vehicles, Fees, & Terms" portion of the Questionnaire.

**FAILURE TO SUBMIT A DETAILED FEE PROPOSAL MAY ELIMINATE A RESPONDENT'S ORGANIZATION FROM CONSIDERATION.**

## SECTION 3 – SCOPE OF SERVICES

INPRS is seeking a REIT manager to manage a passive, industrial-only REIT portfolio. INPRS' total Real Estate portfolio is currently valued at approximately \$1.6 billion. An allocation to passive, industrial REITs is set at \$100 million.

The objective of this RFP is to identify those respondents with the expertise, track record, and resources to invest in the mandate described above. It is expected that only one manager will be retained. The selected Firm, upon execution of a contract, shall as requested by INPRS and subject to Indiana law and policies, agree to the below minimum scope of services:

1. Utilize a passive, long-only strategy to invest in U.S. publicly traded, industrial-only real estate securities and seek to achieve benchmark performance results with minimal tracking error.
2. Create and manage a separate account invested in publicly traded, industrial real estate securities.
3. Advise INPRS on portfolio-related issues.
4. Provide INPRS and consultants with performance and risk reports in a mutually agreed-upon format.
5. Implement risk management best practices.
6. Meet in-person or telephonically at the request of INPRS staff (in addition to at least one annual, in-person review in Indianapolis).
7. Submit monthly transaction statements subject to an agreed upon timeline.

Required characteristics of the firm and/or portfolio manager:

1. Must be an investment advisor registered with the SEC.
2. Have existing REIT or real estate equity securities AUM of at least \$3 billion.
3. The Firm must be directly responsible for the management of the account.
4. The Firm and senior team must have a performance track record in compliance with Global Investment Performance Standards ("GIPS") that extends at least five years.
5. The Portfolio Manager must have a minimum seven year verifiable GIPS compliant performance history actively or passively managing REITs or real estate equity securities.
6. The Portfolio Manager must have worked at the Firm at least five years.
7. The Firm must have a minimum track record of ten years in active or passive management of REITs or real estate equity securities.
8. Have ability to offer a separate account structure.
9. Agree to the use of INPRS' forms and contracts for the proposed separate account.

Mandates that utilize a separate account structure will also require a Sudan and Terror States compliance screen as defined in IC 5-10.2-9 and IC 5-10.2-10 and performed by a vendor on INPRS' behalf.

## **SECTION 4 – CONTRACT AWARD**

Based on the results of this process, the qualifying proposal(s) determined to be the most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for contract award. If, however, INPRS decides that no proposal is sufficiently advantageous, INPRS may take whatever further action is deemed best in its sole discretion, including making no contract award. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, INPRS may begin contract preparation with the next qualified Respondent or determine that it does not wish to award a contract pursuant to this RFP.

INPRS reserves the right to discuss and further clarify proposals with any or all respondents. Additionally, INPRS may reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

The Executive Director or his designee(s) will, in the exercise of his/her discretion, determine which proposal(s) offer the best means of servicing the interests of INPRS. The exercise of this discretion will be final.

### **4.1 Length of Contract**

The term of the contract entered into under this RFP shall be for an initial period of five (5) years, beginning from the date of final execution of contract. There may be one (1) or more renewals under the same terms and conditions at INPRS' option up to the length of the original term. Total contract period shall not exceed ten (10) years.

### **4.2 Evaluation Criteria**

INPRS has selected a group of qualified personnel to act as an evaluation team. The procedure for evaluating the responses against the evaluation criteria will be as follows:

- Each response will be evaluated on the basis of the criteria listed below.
- Based on the results of the evaluation, the Proposal or Proposals determined to be most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for further action.
- In addition, the evaluation team will consider other factors they believe to be material for this selection.

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service with minimal tolerance for error.

Specific criteria include:

1. Performance
  - Returns and tracking error on same or similar passive mandates
2. Investment Process
  - Well defined and consistent process
3. Organizational Characteristics
  - Ownership structure

- Short-term and long-term business strategy
- 4. Investment Professionals
  - Integrity, depth, experience, and stability of the responsible investment team
- 5. Risk Management
  - Risk controls, resources and oversight
- 6. Experience with providing service to public plans
- 7. Competitive fee structure

## **APPENDIX A – SAMPLE INVESTMENT MANAGEMENT AGREEMENT**

The following sample contract is the base investment management agreement that will be used if an award is made. It is the expectation of INPRS that the Respondent will review the sample agreement and provide desired changes to INPRS at the time of submittal of a proposal. Desired changes are unlikely to be added unless INPRS determines in its sole discretion that the performance of services under the agreement is dependent upon such changes.

If Respondent wishes to amend any term or change any language in the base agreement being submitted, proposed language should be included in the business proposal in the form of an amendment to the base agreement. See *paragraph 2.3.6* of this RFP for the applicable section of the business proposal. For each proposed revision, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP.

If a required change is unacceptable to INPRS, the Respondent's proposal may be considered unacceptable. It should be noted that *Appendix A.1* of this RFP includes the essential clauses that are non-negotiable.

The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this Solicitation in the business proposal. The evaluation of a proposal may be negatively affected by exception taken by the Respondent to any part of this Solicitation, and INPRS reserves the right, in its sole discretion, to refuse to consider any exception that is not so identified in the Respondent's proposal.

## **APPENDIX A.1 – ESSENTIAL CLAUSES**

### **Essential Clauses in the System’s Investment Management Agreement**

As part of the Request for Proposal (RFP) process, you are required to review the Indiana Public Retirement System’s (the “System”) boilerplate investment management agreement and submit comments with your proposal. The following clauses are non-negotiable. If you believe that a clause will affect your risk of liability, you should adjust your bid price accordingly.

#### **(Section 17) Indemnification**

The System will not agree to any modification that limits Manager’s responsibility to indemnify the System as described in this Section. The Indiana Attorney General has opined that any agreement requiring the System to indemnify Manager is a violation of the Indiana Constitution and against public policy. In addition, the System will not agree to any modification that limits the System’s ability to recover damages or limits Manager’s liability as described in the contract.

#### **(Section 18 (H)) Investigations and Complaints**

As part of the System’s fiduciary and due diligence obligations, this is an essential clause in the System’s contracts. The System will not accept material changes to this provision.

#### **(Section 21) Record Retention and Inspection**

The System will not agree to any provision eliminating this requirement or requiring the System records to be retained for less than applicable law, including Indiana’s public records retention schedule.

#### **(Section 22) Confidentiality**

Although the System is subject to Indiana’s public records laws, many of the System records are confidential public records that cannot be disclosed. In addition, the Indiana Attorney General requires the Social Security disclosure clause in all State of Indiana contracts.

#### **(Section 25) Nondiscrimination**

The Indiana Attorney General requires this provision in all State of Indiana contracts. The System will not agree to limit Manager’s liability under this provision, nor will the System agree to substitute Manager’s discrimination policy for the requirements under this Section.

#### **(Section 26(B)) Laws and Ethics**

The Indiana Attorney General requires this provision in all State of Indiana contracts. Manager and its agents must abide by the ethical requirements set forth in Indiana Code, including provisions regarding the telephone solicitation of customers. As the System is subject to the jurisdiction of the State Ethics Commission and State ethics rules, the System will not agree to delete these provisions.

#### **(Section 28) Governing Laws**

The contract must be governed by the laws of the State of Indiana, and suit, if any, must be brought in a state court of jurisdiction in the state of Indiana. As a quasi-governmental agency, the System is protected by the Eleventh Amendment of the United States Constitution, which guarantees that state governments hold sovereign immunity and are immune from federal lawsuits initiated by citizens of another state. The System will not agree to any provision that can be construed as waiving the System’s Eleventh Amendment rights.

#### **(Section 29) Disputes**

The System will not agree in advance to any binding resolution clauses, except those of the State of

Indiana courts; however, the System may agree to alternative dispute resolution options, should a dispute arise.

(Section 38) Maintaining a Drug-Free Workplace; Drug-Free Workplace Certification

To ensure compliance with the Governor of Indiana's executive order on drug-free workplaces, these provisions are required in all the System contracts. The System will not accept any modifications of the language under this Section.

(Section 39) Audit

The System is subject to audits by the Indiana State Board of Accounts. Therefore, the System will not accept any substantive modifications to the language under this Section.

(Section 44) Minority and Women's Business Enterprise Compliance

Indiana law requires this provision in all System contracts. In the event Manager uses a subcontractor to complete services pursuant to this contract, Manager must visit the Indiana Department of Administration's Web site, which contains a list of subcontractors registered as Minority Business Enterprises and/or Women's Business Enterprises. If a subcontractor who performs services required under the contract is listed on the Web site, Manager must give that subcontractor the opportunity to bid. If Manager does not use a subcontractor to complete services pursuant to this contract, Manager will be unaffected by this provision.

**Additional contract provisions to which the System will not agree:**

- Any provision requiring the System to provide insurance or an indemnity;
- Any provision requiring the contract to be construed in accordance with the laws of any state other than Indiana;
- Any provision requiring suit to be brought in any state other than Indiana;
- Any mandatory dispute resolution other than the courts;
- Any provision requiring the System to pay taxes;
- Any provision requiring the System to pay penalties, liquidated damages, interest, or attorney fees;
- Any provision modifying the statute of limitations;
- Any provision relating to a time in which the System must make a claim;
- Any provision requiring payment in advance, except for rent; and
- Any provision limiting disclosure of information in contravention of the Indiana Access to Public Records Act

**Acknowledgement**

We have reviewed and agree to the System's mandatory contract provisions.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: «Company\_Name»

Date: \_\_\_\_\_

## **APPENDIX A.2 - INVESTMENT MANAGEMENT AGREEMENT**

**THIS INVESTMENT MANAGEMENT AGREEMENT** (“Management Agreement”) is effective as of \_\_\_\_\_ (the “Effective Date”) by and between **Indiana Public Retirement System**, a public pension fund organized under Indiana law (“INPRS” or the “System”), and \_\_\_\_\_ (“Manager”).

**WHEREAS**, the System has determined that it is in the best interests of System, its members and beneficiaries to form an agreement with Manager to invest and manage certain assets administered by System; and

**WHEREAS**, Manager desires to provide such investment and management services to the System;

**NOW, THEREFORE**, in consideration of the above-stated recitals, the mutual promises, covenants, representations, and conditions contained herein, and the mutual benefits to be derived therefrom, the System and Manager agree as follows.

### **1. Term**

This Management Agreement shall be for a period of \_\_\_\_ (\_\_) years. It shall commence as of the date the last party executes this Management Agreement, and shall continue in full force and effect for \_\_\_\_ (\_\_) years from the effective date. Notwithstanding Section 16 of this Management Agreement, unless otherwise terminated, modified, or renewed in writing by the parties, this Management Agreement will automatically renew on a month-to-month basis after the termination date for a period not to exceed \_\_\_\_ (\_\_) months.

### **2. Definitions, Gender and Number**

For purposes of this Management Agreement, capitalized terms shall have the meanings set forth in this Section. In this Management Agreement, unless the context otherwise requires, the masculine, feminine, and neuter genders and the singular and plural include one another.

- A. Agents.** “Agents” means any of Manager’s employees, agents, or representatives providing services in connection with this Management Agreement. “Agents” does not include independent service providers, including, but not limited to, broker/dealers and securities pricing services.
- B. Authorized Instructions.** “Authorized Instructions” means all the directions and instructions to Manager from any Authorized Person.
- C. Authorized Persons.** “Authorized Persons” means the personnel named in writing by the System who have the authority to advise, inform, and direct Manager on the System’s behalf.
- D. Board.** “Board” means the Board of Trustees of the System.
- E. Claims.** “Claims” means any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to, attorneys’ fees and costs), judgments, fines, and penalties of any nature whatsoever that may be brought against the System in connection with the performance of this Management Agreement.



- F. Custodian.** “Custodian” means the System’s designated custodian bank, at which the System shall establish a Sub-Account pursuant to Section 8, for transactions involving the Managed Assets allocated to Manager by the Board for investment and management.
- G. Disclosure Statement.** “Disclosure Statement” means Manager’s Securities and Exchange Commission Form ADV, Part II.
- H. Effective Termination Date.** “Effective Termination Date” means the date on which work under this Management Agreement will formally cease, as specified in any notice of termination delivered by the System to Manager.
- I. Investment Guidelines.** “Investment Guidelines” means the investment policies, guidelines, standards, and objectives set forth in the System’s current Investment Policy Statement (“IPS”), a copy of which is attached hereto as Exhibit E and incorporated herein in its entirety, and the scope of services enumerated within this Management Agreement.
- J. Legal Requirements.** “Legal Requirements” means all foreign, international, federal, state, county, and local laws, and regulations, ordinances, registrations, filings, approvals, authorizations, consents and examinations which may apply to the System or Manager in relation to their performance under this Management Agreement.
- K. Managed Assets.** “Managed Assets” means those securities, bonds, instruments, documents, Agreements and cash owned by the System that the Board, in its sole discretion, may from time to time allocate to Manager and that Manager manages and invests for the System’s benefit pursuant to the terms of this Management Agreement, together with all interest, earnings, accruals, capital growth, and any and all other additions, substitutions, and alterations thereon or thereto.
- L. Standard of Care.** “Standard of Care” refers to the standard governing Manager’s performance as a fiduciary of the System under this Management Agreement and requires Manager to discharge each of its duties and exercise each of its powers under this Management Agreement with the care, skill, prudence, and diligence that an expert acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.
- M. Sub-Account.** “Sub-Account” means the custody account that the System shall establish with its Custodian referencing Manager’s name for the deposit of the Managed Assets, and the accounting of transactions related thereto, separately from the System’s other assets.
- N. System Records.** “System Records” means all records related to the Managed Assets, including, but not limited to, any pertinent transaction, activity, time sheets, cost, billing, accounting and financial records, proprietary data, electronic recordings, and any other records created by Manager or its Agents in connection with this Management Agreement.

### **3. Appointment of Manager and Acceptance of Appointment**

The System hereby appoints Manager as a fiduciary of the System and authorizes Manager to invest and manage the Managed Assets using a [mandate], with the [benchmark] Index as the performance benchmark. Manager hereby accepts such appointment, assumes full responsibility for the investment and management of the Managed Assets, and agrees to execute its duties according to the terms, conditions, and standards set forth in this Management Agreement. The Manager's specific investment mandate and

benchmark shall be determined in accordance with Exhibit A attached hereto and incorporated by reference herein.

#### **4. Standard of Care**

Manager acknowledges that this Management Agreement places it in a fiduciary relationship with the System. As such, Manager is held to the Standard of Care, as defined in Section 2 of this Management Agreement. Manager shall cause any and all of its Agents to exercise the same Standard of Care. Manager shall be liable to the System for any Claim that arises from or relates to any failure by Manager or any of its Agents to exercise this Standard of Care.

#### **5. Limited Status as Agent**

Manager shall be deemed the agent of the System for the sole and limited purpose of managing the Managed Assets. This Management Agreement is not intended and shall not be construed to create the relationship of servant, employee, partnership, joint venture, or association as between the System and Manager. For all purposes, including, but not limited to, Workers' Compensation and unemployment liability, Manager understands and agrees that all persons furnishing services pursuant to this Management Agreement are deemed employees solely of Manager and not of the System.

#### **6. Authorized System Personnel**

Upon execution of this Management Agreement, the System shall provide Manager with a list of Authorized Persons who will be permitted to advise, inform, and direct Manager on the System's behalf, together with signature specimens of certain Authorized Persons who may execute specific tasks under this Agreement, attached hereto as Exhibit D and incorporated herein in its entirety. The list of Authorized Persons and any changes to such list shall be made in writing to Manager and signed by the System's Director or the Director's designee. Until notified of any such change and subject to the provisions of Section 7 below, Manager may rely on and act upon instructions and notices received from an Authorized Person identified on the then-current list furnished by the System. In the event the System fails to designate an Authorized Person, Manager shall take direction solely from the Executive Director.

#### **7. Authorized Instructions**

All Authorized Instructions shall be in writing and transmitted by first class mail, private express courier, facsimile, or other authenticated electronic transmissions; provided, however, that Manager may, in its discretion, accept verbal Authorized Instructions subject to written confirmation of same from such Authorized Person. Such Authorized Instructions shall bind Manager upon receipt. If Manager receives instructions or notices from a source other than an Authorized Person, Manager shall not comply with them and shall immediately notify the System's Chief Investment Officer in writing of such unauthorized instructions or notices. Manager is authorized and shall exercise its discretion in extraordinary situations when communications with an Authorized Person cannot be achieved to proceed with the disposal of securities to prevent exceptional loss of value to the System.

#### **8. Custody of Managed Assets**

The System shall instruct its Custodian to establish a separate Sub-Account and maintain the Sub-Account in a manner that enables Custodian to account for the Managed Assets, and transactions with respect thereto, separately from the System's other assets. Ownership of the Managed Assets shall remain with the System. Manager shall not, under any circumstances, take possession, custody, title, or ownership of any Managed Assets. Manager shall not have the right to have securities in the Sub-Account

registered in its own name or in the name of its nominee, nor shall Manager in any manner acquire or become possessed of any income or proceeds distributable by reason of selling, holding, or controlling any Managed Assets in the Sub-Account. Accordingly, Manager shall have no responsibility with respect to the collection of income, physical acquisition, or the safekeeping of the Managed Assets. All such duties of collection, physical acquisition, or safekeeping shall be the sole obligation of Custodian.

## **9. Investment Duties of Manager**

As a fiduciary, Manager shall have discretion to manage, invest, and reinvest the Managed Assets in the Sub-Account according to the terms of this Management Agreement, the IPS, the Investment Guidelines, and all applicable laws, rules, and regulations governing the investment of such assets.

- A. Investment Guidelines.** Manager shall have the authority to make such purchases, sales, exchanges, and/or deliveries, or to direct Custodian to make such purchases, sales, exchanges, and/or deliveries of securities or other property or interests or part-interests therein, as Manager may deem appropriate, subject to the Investment Guidelines and written modifications to the Investment Guidelines. See Exhibit E, attached hereto and incorporated by reference herein. Manager hereby acknowledges that it has reviewed and is familiar with the Investment Guidelines. Manager further acknowledges and understands that the System may periodically revise the Investment Guidelines and, in such event, Manager agrees to be bound by any such revisions upon receipt of written notice from the System.
- B. Trading Procedures.** All transactions authorized by this Management Agreement shall be settled through the System's Custodian, which shall retain sole possession of and have complete custodial responsibility for the Managed Assets. Manager shall be the sole entity to notify and instruct Custodian on orders that Manager places for the sale or purchase of any Managed Assets and the management or disposition of such Managed Assets, and on the purchase or acquisition of other securities or property for the Sub-Account. Manager shall provide Custodian with such trade information as Custodian may require to effect settlement, within the time frames as Custodian may designate. The System shall provide Manager with Custodian's detailed procedures and settlement instructions upon execution of this Management Agreement.
- C. Broker/Dealers.** Manager shall have complete authority and discretion to establish accounts with one or more duly registered broker/dealers. Consistent with ensuring the safety of the Managed Assets, Manager shall engage in a prudent and diligent broker/dealer selection process. Manager shall ensure that all orders are placed with only reputable, qualified, and financially-sound broker/dealers. Manager's primary objective shall be to select broker/dealers that will provide the most favorable net price and execution for the Sub-Account, but this requirement shall not obligate Manager to recommend any broker/dealer solely on the basis of obtaining the lowest commission rate if the other standards set forth herein are satisfied. Notwithstanding the foregoing, Manager shall not place orders with any broker/dealer which: (i) the System has by written notice to Manager deemed unsuitable for the System trades; (ii) is affiliated with an investment consultant that provides non-brokerage related services to the System; or (iii) is affiliated with Manager. Manager acknowledges that it has received a list of such broker/dealers from the System as of the effective date of this Management Agreement. Manager agrees to be bound by any subsequent changes to such list upon receipt of written notice from the System. See Exhibit C, attached hereto and incorporated by reference herein.
- D. Trade Confirmation and Settlement.** Manager shall instruct all broker/dealers executing orders to forward to Custodian copies of all brokerage confirmations promptly after execution of transactions. Where a transaction is eligible for settlement through the Depository Trust

Company's Institutional Delivery System, Manager shall use such Institutional Delivery System for trade confirmation and settlement. Manager shall cooperate with the System's Custodian and other parties to the trade to promptly resolve any trade settlement discrepancies or disputes.

- E. Discretionary Rights and Powers Affecting the Managed Assets.** The Board and Authorized Persons agree that they shall, or shall instruct Custodian to, promptly transmit to Manager all written information Custodian receives concerning the Managed Assets held in the Sub-Account, including without limitation, conversion rights, subscription rights, warrants, options, pendency of calls, maturities of securities, expirations of rights, tender and exchange offers, and any other right or power requiring a discretionary decision by Manager. Manager shall be responsible for timely directing Custodian with respect to the exercise of such rights and/or powers where Manager has actual knowledge of same, whether by written notice or otherwise. The Board and Authorized Persons shall also instruct Custodian to place and hold all securities in good deliverable form to facilitate transfer upon sale.

## **10. Sub-Account Reconciliation**

Upon request and to the extent possible, the System's Custodian shall provide Manager with on-line access to the Sub-Account. In addition, the System's Custodian shall provide Manager with periodic financial statements of the Sub-Account as Manager may reasonably request. The System acknowledges that Manager does not assume any responsibility for the accuracy of any information furnished by the System or its Custodian. Manager shall, however, cooperate with the System and Custodian to reconcile the Sub-Account each month.

## **11. Written Reports**

Manager shall provide the System with the periodic written reports described in this Section in a form or forms to be mutually agreed upon by the System and Manager. In all accounting reports, Manager shall present such reports on a trade date basis and, where available, present dividend and income items on an accrual basis. An authorized officer of Manager shall sign all reports and shall certify that such reports are accurate and consistent with all applicable Investment Guidelines. The System agrees that Manager, in the maintenance of its records and preparation of its reports, does not assume responsibility for the accuracy of any information furnished by the System, the System's Custodian, or any other person or firm.

**Monthly Reports.** By no later than the end of each month, Manager shall report to the System on the investment status and performance of the Managed Assets in the Sub-Account during the preceding month. The monthly report shall include, without limitation, the following information:

- A.** Statement of asset performance and portfolio characteristics versus the respective index, including sector and country weights versus the benchmark; and
- B.** Statement of Performance Attributes.

**Requested Reports.** Manager agrees to provide all statements, responses, and filings made with federal or state of Indiana regulatory bodies within thirty (30) days of request by the System. These may be related to such topics as current or proposed industry regulations, proposed statutory changes, or any other topics affecting the System or the financial sector.

## **12. Meetings**

At the System's request and at mutually agreed upon times, Manager shall meet with the System to review Manager's performance and to discuss Manager's present and future investment strategy. Manager shall be available upon reasonable notice to answer questions by the System staff and Board members from time to time as needed, without additional charge.

## **13. Compensation for Services**

The System agrees to pay Manager, and Manager agrees to accept as full compensation for all services rendered, a fee calculated at a rate and upon such terms as may from time to time be determined by the mutual agreement of the System and Manager and, initially, in accordance with Exhibit B, Schedule of Fees, attached hereto and incorporated by reference herein.

## **14. Invoices for Compensation**

Manager agrees to execute such payment or invoice forms as are required by the System. Manager shall submit to the System a quarterly invoice within thirty (30) calendar days of the close of the quarter for which services were provided. Each invoice shall include the quarterly share of Manager's fee (prorated for any partial quarter) as set forth in the then-current Schedule of Fees. Invoices shall only cover work already performed because no compensation shall be paid to Manager in advance of services rendered. All payment obligations shall be made in arrears in accordance with Indiana law and the System policies and procedures.

## **15. Seminars and Training Programs**

Subject to and in accordance with all applicable State of Indiana and System ethics rules and regulations, in the event Manager conducts seminars, training sessions, or similar events that are generally made available to Manager's clients, the System shall be invited to attend upon the same terms and conditions as such other clients.

## **16. Termination; Rights, Remedies, and Responsibilities upon Termination; Termination for Convenience**

Notwithstanding anything to the contrary, this Management Agreement may be terminated by the System, in whole or in part, for any reason, by delivery of a notice of termination to the Manager (such date of notice, the "Effective Termination Date"). Upon termination of this contract, Manager shall retain all System Records in accordance with the record retention provisions set forth in the Record Retention and Inspection section of this Management Agreement.

Manager shall be compensated for services rendered prior to the Effective Termination Date.

Following the Effective Termination Date, Manager shall submit to the System, in the form and with any reasonable certifications as may be prescribed by the System, Manager's final invoice ("Termination Invoice"). The Termination Invoice shall prorate Manager's quarterly fees, on a daily basis, for work already performed but for which Manager has not been compensated through the Effective Termination Date, in accordance with Manager's then-current compensation level. Manager shall submit such Termination Invoice no later than thirty (30) days after the Effective Termination Date. Upon Manager's failure to submit its Termination Invoice within the time allowed, the System may determine, on the basis of information available to it, the amount, if any, due to Manager and such determination shall be deemed

final. After the System has made such determination, or after Manager has submitted its Termination Invoice, the System shall authorize payment to Manager.

The System will not be liable for services performed after the Effective Termination Date. Manager shall be compensated for services herein provided, but in no case shall total payment made to Manager exceed the original contract price plus changes approved or directed in writing by the System. In no event shall the System's termination of the Management Agreement under this Section be deemed a waiver of either party's right to make a claim against the other party for damages resulting from any default by such other party that occurred prior to the Effective Termination Date. Additionally, the System may terminate this contract immediately in the event that the System, in its sole discretion, considers such action necessary to protect the plan or assets in the trust.

In the event of any termination of this Management Agreement, unless otherwise expressly directed by the System, Manager shall take all necessary steps to stop services under this Management Agreement on the Effective Termination Date. All terms and conditions set forth herein shall continue to apply through the period following the Effective Termination Date ("Transition Period"), during which Manager shall continue to serve as Manager hereunder at the then-existing compensation level for the duration of the Transition Period. Such Transition Period shall not exceed three (3) months after the Effective Termination Date. Manager shall perform services required under this Management Agreement that are necessary to complete any transactions pending on the Effective Termination Date. Manager shall cooperate with the System in good faith to affect an orderly transfer of such services and all applicable records to a successor manager by the Effective Termination Date. After the additional services have been performed and the Transition Period is complete, Manager, subject to the terms and conditions of this Management Agreement, shall be compensated for the Transition Period at its then-existing compensation level.

The rights and remedies provided by this Section are not exclusive, but cumulative, and in addition to any other rights and remedies provided by law, in equity, or under any provisions of this Management Agreement.

## **17. Indemnification**

Manager shall indemnify, defend, and hold harmless the State of Indiana and the System, its officers, fiduciaries (excluding Manager), employees, and agents, from and against any and all Claims arising from or relating to any bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of fiduciary duty, breach of trust, breach of confidentiality, breach of Agreement, violation of any Legal Requirement, or any other act or omission of or by Manager or any of its Agents acting in connection with this Management Agreement. This indemnification shall survive any termination of this Management Agreement. The System shall not provide such indemnification to Manager.

## **18. Manager's Representations, Warranties, and Covenants**

Manager acknowledges, represents, warrants, covenants, and agrees to the following provisions:

- A. Authorization.** Manager has duly authorized, executed, and delivered this Management Agreement, and this Management Agreement constitutes the legal, valid, and binding agreements and obligations of Manager, enforceable against Manager in accordance with its terms, except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar limitations on creditors' rights generally and general principles of equity. Manager is not subject to or obligated under any law, rule, or

regulation of any governmental authority, or any order, injunction, or decree, or any agreement that would be breached or violated by Manager's execution, delivery, or performance of this Management Agreement.

- B. Quality of Services.** All services that Manager provides hereunder shall meet the requirements and standards set forth in the body of this Management Agreement and any exhibits, schedules, and appendices attached hereto. At the System's request, Manager shall promptly correct any errors or omissions in the provision of such services.
- C. Contingent Fees.** Manager has not employed or retained any person or selling agency to solicit or secure this Management Agreement under any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees of Manager and Manager's affiliates or bona fide established commercial or selling agencies maintained by Manager for the purpose of securing business. If Manager in any way breaches or violates this warranty, the System shall have the right to immediately terminate this Management Agreement for default and, in the System's sole discretion, to deduct from Manager's compensation under this Management Agreement, or to otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- D. Gratuities.** Manager has not offered or given any gratuities in the form of gifts, entertainment or otherwise, to any officer, fiduciary, or employee of the System or the State of Indiana with a view toward securing this Management Agreement or securing any favorable determination made concerning the award of this Management Agreement. Manager covenants that no such gratuities will be given to any such person with a view toward securing any favorable treatment concerning the performance and/or continuation of this Management Agreement. If it is found that Manager has offered or given such gratuities, the System may terminate this Management Agreement upon one (1) calendar day's written notice.
- E. Intellectual Property.** In connection with its performance under this Management Agreement, Manager shall not knowingly develop, provide, or use any program, process, composition, writing, equipment, appliance, or device, or any trademark, service mark, logo, idea, or any other work or invention of any nature, or any other tangible or intangible assets that infringe or will infringe on any patent, copyright, or trademark of any other person or entity, or is or will be a trade secret of any other person or entity.
- F. Annual Documents.** Annually, Manager shall provide the System with copies of its opinion letter from its auditor and its ADV Part II.
- G. Changes.** Manager shall notify the System in writing within three (3) business days of any of the following changes:

  - i.** Manager becomes aware that any of its representations, warranties, and covenants set forth herein cease to be materially true at any time during the term of this Management Agreement;
  - ii.** There is any material change in Manager's senior personnel assigned to perform services under this Management Agreement;
  - iii.** There is any change in control of Manager; or

- iv. Manager becomes aware of any other material change in its portfolio management structure or its business organization, including without limitation the filing for bankruptcy relief.
- H. Investigations and Complaints.** To the extent permitted by applicable law, Manager shall promptly advise the System in writing of any extraordinary investigation, examination, complaint, disciplinary action, or other proceeding relating to or affecting Manager's ability to perform its duties under this Management Agreement that is commenced by any of the following:
- i. The Securities and Exchange Commission of the United States (the "SEC");
  - ii. The New York Stock Exchange;
  - iii. The American Stock Exchange;
  - iv. The National Association of Securities Dealers;
  - v. Any Attorney General or any regulatory agency of any state of the United States;
  - vi. Any U. S. Government department or agency; or
  - vii. Any governmental agency regulating securities of any country in which Manager is doing business. Except as otherwise required by law, the System shall maintain the confidentiality of all such information until the investigating entity makes the information public.
- I. Registered Investment Advisor.** Manager hereby represents that it is registered as an investment advisor with the SEC under the Investment Advisers Act of 1940, as amended ("Advisers Act"), unless exempted from registration by the SEC. Manager shall immediately notify the System if at any time during the term of this Management Agreement it is not so registered or if its registration is suspended.
- J. Investment Manager.** Manager hereby represents that it is an "Investment Manager" as that term is defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended, for the System with respect to the Managed Assets allocated to Manager for investment, and that Manager will maintain that status as long as this Management Agreement is in effect, it being understood that, for the avoidance of doubt, the Management Assets are not "plan assets" subject to ERISA.
- K. Manager's Agents.** The Agents of Manager who will be responsible for performing under this Management Agreement are individuals experienced in the performance of the various functions contemplated by this Management Agreement and have not been convicted of any felony, found liable in any civil or administrative proceeding, or pleaded no contest or agreed to any consent decree with respect to any matter involving breach of trust, breach of fiduciary duty, fraud, securities law violations, or bankruptcy law violations.
- L. Placement Agents.** Manager confirms that no placement agent fees have been paid in connection with the investment by the System, except as disclosed in writing in the Placement Agent Disclosure Letter attached hereto as Exhibit F.



- M. Disclosure Statement.** Manager warrants that it has delivered to the System its Disclosure Statement. The System acknowledges that it has received such Disclosure Statement.

Manager understands and agrees that the System has relied upon the foregoing acknowledgments, representations, warranties, covenants, and agreements and that the same constitute a material inducement to the System's decision to enter into this Management Agreement.

## **19. Liability Insurance**

Manager shall provide proof of insurance coverage as set out in this Section. The intent of the required insurance is to protect the System and the State of Indiana from any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of Manager or subcontractor, or their Agents, while performing under the terms of this Management Agreement.

Manager shall provide proof of insurance coverage, and such insurance coverage shall be maintained in full force and effect during the term of this Management Agreement, as follows:

- A. Commercial General Liability Insurance Policy.** Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity, but in no event less than \$5 million per occurrence and \$25 million general aggregate limit. Additionally, Manager is responsible for ensuring that any subcontractors obtain adequate insurance coverage for the activities arising out of subcontracts. All insurance shall cover liability arising out of premises, operations, independent contractors, personal injury, and liability assumed under a contract.
- B. Professional Liability Insurance.** Such coverage shall cover loss resulting from Manager's rendering or failing to render professional services. Manager shall maintain this coverage with minimum limits of no less than \$5 million per claim, as applicable. If this policy is a "claims made" policy, Manager shall purchase a "tail" that extends the coverage for at least one year from the expiration of this Management Agreement. If defense costs are paid within the limit of liability, Manager shall maintain limits of \$5 million per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, then it shall be at least two (2) times the incident, loss, or personal limit.
- C. Financial Institutions Blanket Fidelity Bond.** Provide a fidelity bond(s) or insurance policy(ies) in adequate quantity to protect against legal liability arising out of Management Agreement activity, but no less than \$3 million per occurrence and an aggregate limit, if any, of not less than \$3 million for the following circumstances:
  - i.** Fidelity Loss. Loss resulting directly from dishonest or fraudulent acts committed by an employee of the Contractor acting alone or in collusion with others.
  - ii.** Physical Loss. Loss by reason of the physical loss of, or damage to, or unexplained disappearance of the System funds, assets, or other property under the control of Manager within any premises, wherever located, or while in transit.

- iii. Forged Instruments. Loss by reason of forgery or alteration of negotiable instruments, certificates of deposit, or letters of credit.
- iv. Computer Manipulation. Loss by reason of a dishonest or fraudulent act or computer manipulation that was committed by any employee of Manager.

The insurance coverage required shall be issued by an insurance company or companies authorized to do business within the state of Indiana, and shall name the State of Indiana and its agents and employees, as well as the System and its agents and employees as additional insureds, where appropriate. All policies shall be primary to any other valid and collectable insurance. Manager shall instruct the insurers to give the System thirty (30) days advance notice of any insurance cancellation.

Manager shall submit to the System fifteen (15) days prior to the Management Agreement's effective date certificates of insurance that outline the coverage and limits defined in this Section and demonstrate that such limits and coverage have been met or exceeded. Certificates of insurance that are accepted by the System shall be incorporated as part of this Management Agreement. Manager shall submit renewal certificates as appropriate during the term of the Management Agreement or as requested by the System. Manager shall promptly give the System notice of the cancellation of any policy for which a certificate of insurance or renewal certificate has been submitted to the System. Such notice of cancellation shall be as far in advance of such cancellation as possible.

By requiring insurance coverage, the System does not represent that coverage and limits will be adequate to protect Manager or the System, and such coverage and limits shall not limit Manager's liability under this Management Agreement.

Failure of Manager to obtain and maintain the required insurance is a material breach of this Management Agreement, which may result in termination of this Management Agreement for cause, at the System's option.

## **20. Replacement of Manager's Agents**

Upon demand by the System, Manager shall replace any Agent assigned to perform services under this Management Agreement who the System determines is unable to effectively execute the responsibilities required by this Management Agreement.

## **21. Record Retention and Inspection**

- A. **Record Maintenance.** Manager and its sub-Managers, if any, shall keep and maintain all records related to the Managed Assets, including, but not limited to, any System Records, according to Manager's record retention standards. Manager shall keep and maintain System Records according to Manager's record retention schedule in accordance with applicable law, including Indiana's public records retention schedule.
- B. **Record Review and Audit.** Manager agrees that the System, or any duly authorized representative of the System, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any System Records at any time during the term of this Management Agreement or at any time in accordance with applicable law, including Indiana's public records retention schedule. Upon the System's request and on reasonable notice, Manager

shall make such records available for review during normal business hours at Manager's business office. Manager shall make the persons responsible for creating and maintaining System Records available to the System during such review for the purpose of responding to the System's reasonable inquiries. If the System requests copies of System Records, copies shall be furnished by Manager, at no cost to the System.

## **22. Confidentiality**

Manager understands and agrees that information, data, and materials disclosed to Manager by or on behalf of the System or any of its members, participants, employees, customers, or third party service providers may contain confidential and protected information; therefore, Manager promises and assures that data, materials, and information gathered, based upon, or disclosed to Manager for the purpose of this Management Agreement will be treated as confidential and will not be disclosed to or discussed with other parties without the prior written consent of the System.

The parties acknowledge that the services to be performed by Manager for the System under this Management Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the System in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), Manager and the System agree to comply with the provisions of IC § 4-1-10 *et seq.* and IC § 4-1-11 *et seq.* If any Social Security number(s) or personal information (as defined in IC § 4-1-11-3) is/are disclosed by Manager as a result of Manager's error, Manager agrees to pay all commercially-reasonable costs associated with the disclosure, including, but not limited to, any costs associated with distributing a notice of disclosure of a breach of the security of the system, in addition to any other claim and expenses for which it is liable under the terms of the Management Agreement.

## **23. Force Majeure; Suspension and Termination**

In the event that either party is unable to perform any of its obligations under this Management Agreement or to enjoy any of its benefits because of natural disaster, actions, or decrees of governmental bodies, or communication line failure not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance.

## **24. Renewal Option**

This Management Agreement may be renewed by the System in any manner authorized by law.

## **25. Nondiscrimination**

Pursuant to IC § 22-9-1-10 and the Civil Rights Act of 1964, Manager and its Agents, if any, shall not discriminate against any employee or applicant for employment in the performance of this Management Agreement. Manager shall not discriminate with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of Agreement. Acceptance of this Management Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

## **26. Conflict of Interest, Compliance with Laws, and Ethics**

## **A. Conflict of Interest**

- 1.** As used in this section:
  - a.** “Immediate family” means the spouse and the unemancipated children of an individual.
  - b.** “Interested party” means:
    - i.** The individual executing this Management Agreement;
    - ii.** An individual who has an interest of three percent (3%) or more in Manager, if Manager is not an individual; or
    - iii.** Any member of the immediate family of an individual specified under subdivision (i) or (ii).
  - c.** “Department” means the Indiana Department of Administration.
  - d.** “Commission” means the Indiana State Ethics Commission.
- 2.** The System may cancel this Management Agreement without recourse by Manager if any interested party is an employee of the System.
- 3.** The System will not exercise its right of cancellation under subsection 2 above if Manager gives the System an opinion by the Commission indicating that the existence of this Management Agreement and the employment by the System of the interested party does not violate any statute or rule relating to ethical conduct of the System employees. The System may take action, including cancellation of this Management Agreement, consistent with an opinion of the Commission obtained under this section.
- 4.** Manager has an affirmative obligation under this Management Agreement to disclose to the System when an interested party is or becomes an employee of the System. The obligation under this section extends only to those facts that Manager knows or reasonably could know.

## **B. Laws and Ethics**

- 1.** Manager shall comply with all applicable federal, state, and local laws, and rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Management Agreement shall be reviewed by the System and Manager to determine whether the provisions of this Management Agreement require formal modification.
- 2.** Manager and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the System as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004, and reaffirmed under Executive Order 05-12, dated January 10, 2005. If Manager is not familiar with these ethical requirements, Manager should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission Web site at <http://www.in.gov/ethics/>. If Manager or its Agents violate any applicable ethical standards, the System may, in its sole

discretion, terminate this Management Agreement immediately upon notice to Manager. In addition, Manager may be subject to penalties under IC §§ 4-2-6 and 4-2-7. Manager has an affirmative obligation under this Management Agreement to disclose to the System when any System employee, their spouse or dependent children has a pecuniary interest in or derives a profit from this Management Agreement. The obligation under this section extends only to those facts that Manager knows or reasonably could know.

**3.** Manager certifies by entering into this Management Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially-required payments to the State of Indiana. Manager agrees that any payments currently due to the State may be withheld from payments due to Manager. Additionally, further work or payments may be withheld, delayed, or denied and/or this Management Agreement suspended until Manager is current in its payments and has submitted proof of such payment to the State.

**4.** Manager warrants that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the System of any such actions. During the term of such actions, Manager agrees that the System may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Management Agreement.

**5.** If a valid dispute exists as to Manager's liability or guilt in any action initiated by the State or its agencies, and the System decides to delay, withhold, or deny work to Manager, Manager may request that it be allowed to continue, or receive work, without delay. Manager must submit, in writing, a request for review to the System. A determination by the System shall be binding.

**6.** Any payments that the System may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.

**7.** Manager warrants that Manager and its sub-Managers, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the System. Failure to do so may be deemed a material breach of this Management Agreement and grounds for immediate termination and denial of further work with the System.

**8.** Manager affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

**9.** As required by IC § 5-22-3-7:

**a.** Manager and any principals of Manager certify that

**i.** Manager, except for de minimis and nonsystematic violations, has not violated the terms of IC § 24-4.7 [Telephone Solicitation Of Consumers], IC § 24-5-12 [Telephone Solicitations], or IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

**ii.** Manager will not violate the terms of IC § 24-4.7 for the duration of the Management Agreement, even if IC § 24-4.7 is preempted by federal law.

**b.** Manager and any principals of Manager certify that an affiliate or principal of Manager and any agent acting on behalf of Manager or on behalf of an affiliate or principal of Manager:

- i. Except for de minimis and nonsystematic violations, has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
- ii. Will not violate the terms of IC § 24-4.7 for the duration of the Management Agreement, even if IC § 24-4.7 is preempted by federal law.

## **27. Taxes**

The System is exempt from state, federal, and local taxes. The System does not agree and will not be responsible for any taxes levied on Manager as a result of this Management Agreement.

## **28. Governing Laws**

This Management Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in a state court of jurisdiction in the State of Indiana.

## **29. Disputes**

- A.** Should any disputes arise with respect to this Management Agreement, Manager and the System agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.
- B.** Manager agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Management Agreement which are not affected by the dispute. Should Manager fail to continue without delay to perform its responsibilities under this Management Agreement in the accomplishment of all non-disputed work, any additional costs incurred by Manager or the System as a result of such failure to proceed shall be borne by Manager, and Manager shall make no claim against the State of Indiana for such costs. If Manager and the System cannot resolve a dispute, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.
- C.** The System may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the System to Manager of up to three invoices not in dispute in accordance with the terms of this Management Agreement will not be cause for Manager to terminate this Management Agreement, and Manager may bring suit to collect without following the disputes procedure contained herein.

## **30. Notices**

All notices, requests, demands, or other communications required or desired to be given hereunder or under any law now or hereafter in effect shall be in writing. Such notices shall be deemed to have been given if delivered by facsimile with telephone confirmation of receipt, or by overnight courier, or if mailed by first class registered or certified mail, postage prepaid, and addressed as follows (or to such

other address as Manager, Custodian, or the System from time to time may specify in writing to the others in accordance with this notice provision):

**Notices to the System shall be sent to:**

ATTN: Chief Investment Officer  
Indiana Public Retirement System  
1 North Capitol Ave, Suite 001  
Indianapolis, IN 46204-2908

**With a copy to:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, \_\_\_\_\_  
State, Zip: \_\_\_\_\_

**Notices to the Manager shall be sent to:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**With a copy to:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, \_\_\_\_\_  
State, Zip: \_\_\_\_\_

**31. Funding Cancellation**

When the Board of Trustees makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Management Agreement, this Management Agreement shall be canceled. A determination by the Board that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**32. Section Headings; Interpretation**

Caption and Section headings used in this Management Agreement are for convenience and reference only and shall not affect in any way the meaning, construction, or interpretation of this Management Agreement. Each party hereto and its counsel have participated fully and equally in the review and negotiation of this Management Agreement. The language in all parts of this Management Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any party hereto.

### **33. Entire Agreement; Exhibits, Schedules, and Appendices**

This Management Agreement, together with any and all exhibits, schedules, and appendices attached hereto, contains the entire and exclusive Management Agreement between the parties hereto and supersedes all previous oral and written agreements or understandings, and all contemporaneous oral and written negotiations, commitments, understandings, and communications between the parties, relating to the subject matter of the Management Agreement. The exhibits, schedules, and appendices attached hereto are incorporated in and made a part of this Management Agreement by reference.

### **34. Severability**

If any provision of this Management Agreement is held by any court to be invalid, void, or unenforceable, in whole or in part, the other provisions shall remain unaffected and shall continue in full force and effect.

### **35. Waiver**

The waiver of any breach of any provision of this Management Agreement by either party shall not constitute a waiver of any preceding or subsequent breach of such provision or of any other provision of this Management Agreement. The failure or delay of either party to exercise any right given to the party under this Management Agreement shall not constitute a waiver of such right, nor shall any partial exercise of any right given hereunder preclude further exercise of such right. No right conferred on either party shall be deemed waived and no breach of this Management Agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

### **36. Assignment and Delegation**

This Management Agreement and any of the rights or duties hereunder may not be assigned or delegated by Manager without the prior written consent of the System, consent which may be granted or withheld in the System's sole discretion. Any assignment of rights or delegation of duties under this Management Agreement, to which the parties hereto agree in writing, shall bind and inure to the benefit of the successors in interest of the System and Manager.

### **37. Maintaining a Drug-Free Workplace**

- A.** Manager hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Management Agreement a drug-free workplace. Manager will give written notice to the System within ten (10) days after receiving actual notice that an employee of Manager has been convicted of a criminal drug violation occurring in Manager's workplace.
- B.** In addition to the provisions of subsection (a) above, if the total Management Agreement amount set forth in this Management Agreement is in excess of \$25,000, Manager hereby further agrees that this Management Agreement is expressly subject to the terms, conditions, and representations contained in the Drug-Free Workplace Certification ("Certification"). The Certification is hereby executed by Manager in conjunction with this Management Agreement and is set forth in the Drug-Free Workplace Certification section of this Management Agreement.
- C.** It is expressly agreed that the falsification or violation of terms of the Certification referenced in Subsection (b) above, or the failure of Manager to comply with the terms of Subsection (a) above, shall constitute a material breach of this Management Agreement and shall entitle the System to impose sanctions against Manager including, but not limited to, suspension of Management



Agreement payments, termination of this Management Agreement, and/or debarment of Manager from doing further business with the System for up to three (3) years.

### **38. Drug-Free Workplace Certification**

This Certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of an Agreement shall be made, and no Agreement, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid, unless and until this Certification has been fully executed by Manager and made a part of the Agreement or agreement as part of the Agreement documents. False certification or violation of the Certification may result in sanctions, including, but not limited to, suspension of Agreement payments, termination of the Agreement or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

Manager certifies and agrees that it will provide a drug-free workplace by:

- A.** Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Manager's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B.** Establishing a drug-free awareness program to inform employees of
  - i.** The dangers of drug abuse in the workplace;
  - ii.** Manager's policy of maintaining a drug-free workplace;
  - iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv.** The penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C.** Notifying all employees in the statement required by subparagraph (a) above, that as a condition of continued employment, the employee will
  - i.** Abide by the terms of the statement; and
  - ii.** Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D.** Notifying the System in writing within ten (10) days after receiving notice from an employee under subdivision (c)(2) above or otherwise receiving actual notice of such conviction;
- E.** Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
  - i.** Take appropriate personnel action against the employee, up to and including termination; or

- ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

### **39. Audits**

Manager acknowledges that it may be required to submit to an audit of funds paid through this Management Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, *et seq.* and audit guidelines specified by the System. If an error is discovered as a result of an audit performed by Manager or the System, or if Manager becomes aware of any error through any other means, Manager shall use commercially-reasonable efforts to promptly correct such error or to cause the appropriate party to correct such error.

### **40. Authority to Bind Manager**

The signatory for Manager represents that he/she has been duly authorized to execute this Management Agreement on behalf of Manager and has obtained all necessary or applicable approvals to make this Management Agreement fully binding upon Manager when his/her signature is affixed, and certifies that this Management Agreement is not subject to further acceptance by Manager when accepted by the System.

### **41. Changes in Work**

Manager shall not commence any additional work or change the scope of the work until authorized in writing by the System. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

### **42. Debarment and Suspension**

- A. Manager certifies by entering into this Management Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Management Agreement by any federal agency, or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Management Agreement means an officer, director, owner, partner, key employee, attorney, or paralegal providing services to the System, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Manager.
- B. Manager certifies that it has verified the state and federal suspension and debarment status for all lawyers receiving funds under this Management Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred subcontractor. Manager shall immediately notify the System if any lawyer providing services under this contract becomes debarred or suspended, and shall, at the System’s request, take all steps required to terminate work to be performed by such person under this Management Agreement.

#### **43. Penalties/Interest/Attorney's Fees**

The System will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, and IC § 34-13-1.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the System's failure to make prompt payment shall be based solely on the amount of funding originating from the System and shall not be based on funding from federal or other sources.

#### **44. Minority and Women's Business Enterprise Compliance**

Manager agrees to comply fully with the provisions of Manager's Minority and Women's Business Enterprise ("MBE/WBE") participation plans, and agrees to comply with all MBE/WBE statutory and administrative code requirements and obligations, including IC § 4-13-16.5 and 25 IAC 5. Manager further agrees to cooperate fully with the MBE/WBE division to facilitate the promotion, monitoring, and enforcement of the policies and goals of MBE/WBE programs, including any and all assessments, compliance reviews, and audits that may be required.

#### **45. Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation, or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he has not received or paid any sum of money or other consideration for the execution of this Management Agreement other than that which appears upon the face of the Management Agreement.

The parties having read and understood the foregoing terms of this Management Agreement do by their respective signatures dated below hereby agree to the terms hereof.

<<**Manager**>>

By:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

### **Indiana Public Retirement System**

By:

\_\_\_\_\_

Printed Name: Steve. Russo

\_\_\_\_\_

Title: Executive Director

\_\_\_\_\_

Date:

\_\_\_\_\_

**EXHIBIT A**

**SPECIFIC MANDATE AND BENCHMARK**

(Intentionally left blank)

## **EXHIBIT B**

### **FEE SCHEDULE**

Manager shall be paid an annual fee on the value of the Managed Assets in accordance with the following schedule:

<b>Assets Under Management</b>	<b>Annual Fee (bps)</b>

The fee shall accrue monthly based on the ending value of the Managed Assets for such month, and be calculated and paid quarterly in arrears, based on one-quarter of the applicable annual rate, on the value of the Managed Assets, as determined by INPRS's Custodian, adjusted for any cash flows.

Any changes in this Fee Schedule must be mutually agreed upon, as provided in the Investment Management Agreement.

Manager agrees that it will not enter into a fee arrangement which grants another investor with an investment of equal or lesser size ("Comparable Investor") more favorable fees before, on or after the date hereof, unless, in any such case within 30 days of entering into such arrangement, the Manager shall offer to the System in writing the opportunity to receive the same fee arrangement. Manager agrees to certify to an annual acknowledgement that no other Comparable Investor has a more favorable fee schedule. Manager and its affiliates will not be considered Comparable Investors.

## **EXHIBIT C**

### **PROHIBITED BROKER/DEALER LIST**

No broker/dealers are deemed unsuitable for the System trades as of the date of execution of this Management Agreement.

**EXHIBIT D**

**SYSTEM LIST OF AUTHORIZED PERSONS**

(Intentionally left blank)



**EXHIBIT E**

**INVESTMENT POLICY STATEMENT**

[http://www.in.gov/inprs/files/INPRS\\_IPS.pdf](http://www.in.gov/inprs/files/INPRS_IPS.pdf)

## EXHIBIT F

### PLACEMENT AGENT DISCLOSURE LETTER<sup>1</sup>

Investment Manager Name: \_\_\_\_\_

1. Have you used a Placement Agent in connection with the Investment or in obtaining, or seeking to obtain, a business relationship with the System?

YES \_\_\_\_\_ NO \_\_\_\_\_

If "No", please review the representations below and sign and date this Disclosure Letter.  
If "Yes", please continue to #2 below:

2. Identify the Placement Agent and of all natural persons employed, hired, engaged or retained by, or otherwise affiliated (including, but not limited to, third party contractors, advisors and consultants) with, the Placement Agent, who provided services in connection with the Investment \_\_\_\_\_  
\_\_\_\_\_

3. Describe the services to be performed, or that are currently being performed by, the Placement Agent, and state whether the Placement Agent is utilized with all prospective investors or with a subset of prospective investors (*e.g.*, public pension funds, pension funds within a certain geographic area, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Describe the value, timing, and nature of any compensation or other Benefits provided or to be provided either directly or indirectly to the Placement Agent by the Investment Manager in connection with the Investment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Is the Placement Agent, or any of its affiliates, required to be registered or is in fact registered (i) with one or more regulatory or self-regulatory bodies and/or (ii) as a lobbyist with any state or federal governmental body \_\_\_\_ Yes \_\_\_\_ No. If yes, please list where registered and provide confirmation of such registration \_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> Capitalized terms not otherwise defined herein are defined in the Placement Agent Disclosure Policy and Procedures set forth in Addendum 10 of INPRS' Investment Policy Statement.

6. Has the Placement Agent (or any of its affiliates, if applicable) been subject to any disciplinary actions, fines, suspensions of registration, or other material investigations or sanctions by one or more regulatory or self-regulatory bodies (e.g., SEC, FINRA, or state regulators) or by any state or federal governmental body and, if so, a statement providing details of such events.

\_\_\_\_Yes \_\_\_\_No. If yes, please describe \_\_\_\_\_  
\_\_\_\_\_

By signing below, I hereby represent and warrant that:

- A. I have read and agree to comply with the System's Placement Agent Disclosure Policy and Procedures.
- B. This Disclosure Letter does not contain any material inaccuracies or omissions.

I acknowledge and agree that the System may publicly disclose any information contained in this Disclosure Letter as may be required under the Indiana Access to Public Records Act (IC 5-14-3 *et. seq.*).

I further agree to comply with the Policy including, but not limited to, the System's exercise of the remedies described therein and to provide any further information or documents as may be requested by the System in connection with such Policy.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX B – MANDATORY RESPONDENT FORMS

### B.1 Indiana Economic Impact Statement



#### INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R5 / 3-06)

DEPARTMENT OF ADMINISTRATION

Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address/City/State/Zip Code:	
3	Telephone #/Fax #/Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of domicile/incorporation of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN Department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	
16	Total amount of this proposal, bid, or current contract:	

**ACCOUNTING OF INDIANA RESIDENT EMPLOYEES**

17	<b><u>Prime Contractor Company</u></b> <b><u>Name:</u></b>	
18	<b><u>Number of Full Time</u></b> <b><u>Equivalent (FTE) employees</u></b> that are Indiana residents specifically for this proposal or contract:	

19	<b><u>Subcontractor Company</u></b> <b><u>Name:</u></b>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<b><u>Number of Full Time</u></b> <b><u>Equivalent (FTE) employees</u></b> that are Indiana residents specifically for this proposal or contract:				

22	<b><u>Affirmation by authorized official:</u></b> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:				
	Signature:				
	Name of auththorized official:				
	Title:				
	Date:				

## B.2 Taxpayer Identification Number Request

**Purpose of form:** We are required to file an information return with the IRS and must get your correct taxpayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

1. Certify the TIN you are giving is correct.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with information, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is advance tax payment. You should report all backup withholding as a credit for taxes on your federal income tax return.

**Specific Instructions:** Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter on the trade line. Enter your remit address on the next line, and if you have a separate address for purchase orders, enter that address on the appropriate line.

Next, select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(a) organization, you must answer yes or no on legal and medical services. If you are sole proprietor you must show the business owner's name in the legal box, and the business name in the trade name box. You cannot use only the business name. For the TIN, you may use either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate Form W-8.

Substitute Form  
State Form 23743 (R 07/01)

Approved by State Board of Accounts 2001  
Approved by Auditor of State 2001

**Taxpayer Identification Number Request**

State of Indiana

**W-9**

DO NOT send to IRS

Print or Type	Return to address below
<b>Legal Name</b> (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN RECORDS) DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE	
<b>Trade Name</b> Complete only if doing business as (D/B/A)	
<b>Remit Address</b>	
<b>Purchase Order Address-Optional</b>	
Check legal entity type and enter 9 digit taxpayer identification Number (TIN) below: (SSN = Social Security Number, EIN = Employer Identification Number)	SSN or EIN must be for legal name above
<input type="checkbox"/> <b>Individual</b> (Individual's SSN)	_____ - _____
<input type="checkbox"/> Sole Proprietorship (Owner's SSN or Business EIN) SSN	_____ - _____
	EIN _____ - _____
<input type="checkbox"/> Partnership <input type="checkbox"/> General <input type="checkbox"/> Limited (Partnership's EIN)	_____ - _____
<input type="checkbox"/> Estate/Trust (Legal Entity's EIN)	_____ - _____
Note: Show the name and number of legal trust, or estate, not personal representatives	
<input type="checkbox"/> Other (Limited Liability Company, Joint Venture, Club, ect) (Legal Entity's EIN)	_____ - _____
<input type="checkbox"/> Corporation Do you provide legal or medical serv. <input type="checkbox"/> Yes <input type="checkbox"/> No (Corp's EIN)	_____ - _____
<input type="checkbox"/> Government (or Government operated entity) (Entity's EIN)	_____ - _____
<input type="checkbox"/> Organization Exempt from Tax under Section 501(a) Do you provide medical services? <input type="checkbox"/> Yes <input type="checkbox"/> No (Org's EIN)	_____ - _____
<input type="checkbox"/> Check here if you do not have a SSN or EIN but have applied for one.	

Under Penalties of perjury, I certify that:

(1) The number listed on this form is my correct Taxpayer Identification Number (Or I am waiting for a number to be issued to me) AND  
(2) I am not subject to backup withholding because: (a) I am exempt from the backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, and acquisition or abandonment of secured property, contribution to an individual retirement arrangement (IRA), and payments other than interest and dividends.)  
CERTIFICATION INSTRUCTIONS- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

**THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.**

I am a U.S. person (including a U.S. resident alien)

Name (Print or Type)

AUTHORIZED SIGNATURE

Title

Date

Phone

Agency \_\_\_\_\_ Agency use only ☐ Yes ☐ No Approved by \_\_\_\_\_

1099

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

## B.3 Application for Certificate of Authority of a Foreign Corporation



### APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION

State Form 38784 (R9/ 12-02) Corporate Form 112  
Approved By State Board Of Accounts, 1995

TODD ROKITA  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington St., Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576

Indiana Code 23-1-49-1 et seq.  
23-1-49-3

**Filing Fee: \$90.00**

#### NOTES:

1. An Original Certificate of Existence duly authenticated by the proper authority from corporation's domiciliary state within the last sixty (60) days must be submitted with this application.
2. A Registered Agent with an Indiana street address (not a PO BOX) must be listed in ARTICLE III.

#### INSTRUCTIONS:

- Use 8 1/2" x 11" white paper for attachments.
- Present original and one copy to address in the upper right corner of this form.
- Please TYPE or PRINT.
- Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov).

<b>APPLICATION FOR CERTIFICATE OF AUTHORITY OF  A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA</b>
The undersigned officer of the above corporation which was formed as:
<input type="checkbox"/> A general business corporation <input type="checkbox"/> A professional corporation
desiring to effectuate the admittance of the Corporation to transact business in the State of Indiana, certifies the following facts:

<b>ARTICLE I: Name</b>		
Name of Corporation ( Must be identical to name shown in Articles of Incorporation and Amendments thereto)		
<b>ARTICLE II: Address of Corporation</b>		
Address of the principal office of corporation (Number and street, city, state and ZIP code)		
<b>ARTICLE III: Registered Office and Registered Agent</b>		
Name of the Registered Agent of the corporation (cannot be the corporation itself)		
Indiana address of the registered office of corporation (Number and street, city; P.O. Box not accepted)	<b>INDIANA</b>	ZIP code
<b>ARTICLE IV: Date and State of Incorporation and Duration of Existence</b>		
Date of incorporation in domiciliary state:	State of incorporation	
Expected period of duration listed in the Articles of Incorporation (perpetual, term of years or date certain e.g. December 31, 2050)		
<b>ARTICLE V: Corporate Officers</b>		
The names and business addresses of the officers of the Corporation:		
Name	Title	Address (Number, street, city, state and ZIP code)



## APPENDIX C

### QUESTIONNAIRE

#### Indiana Public Retirement System

#### Passive Industrial REIT Mandate

##### I. BACKGROUND & GENERAL INFORMATION

###### A. Contact information:

<b><i>Firm</i></b>	
Name:	
Main Address:	
Telephone Number:	
Fax Number:	
Website:	
Additional Office Locations:	
<b><i>Primary Contact Person</i></b>	
Name:	
Title:	
Telephone Number:	
Email Address:	
Location (city/state):	

###### B. Please provide a brief history of your organization including the following:

- 1) What is the name of the parent firm?
- 2) What is the ownership structure?
- 3) Please give a brief history of the firm and the date it was founded.
- 4) Is there any minority ownership of your firm? If yes, please provide further detail.
- 5) Have there been any changes in the firm's legal, organizational or ownership structure of the firm over the past 5 years? If yes, please explain.
- 6) Is your firm an investment advisor registered with the SEC?

- C. Attach an organizational chart depicting the firm's distinct business units as **Appendix A – Firm Organizational Chart** and provide the total number of employees within each business unit.
- D. Describe your succession and continuity plans for management of the firm.
- E. **Exhibit-A (in the attached Excel document)**: Please provide the amount of assets the firm manages by total real estate assets, global real estate (public and private), real estate securities, and in similar mandates.
  - 1) What percentage of total real estate assets under management represents institutional investors? Retail investors?
- F. **Exhibit-A (in the attached Excel document)**: Provide the amount of real estate securities assets managed by your firm according to strategy (include date of data).
- G. **Exhibit-A (in the attached Excel document)**: Please list all vehicles managed with similar mandates (separate account, commingled/ mutual funds), if applicable, including assets under management, custody and management fees, inception date, and minimum size as of the most recent quarter.

## II. INVESTMENT TEAM

- A. Attach an organizational chart encompassing the group(s) responsible for managing the proposed strategy as **Appendix B – Investment Team Organizational Chart**.
- B. **Exhibit B (in the attached Excel document)**: Please provide a list of all key personnel involved in the investing activities of the Firm's REIT Platform and identify which employees will be involved with this specific Mandate. Please include portfolio managers, relationship managers, analysts, and traders (do not include administrative personnel or personnel involved in back office functions).
  - 1) Title/Job Description
  - 2) Bio and background (including credentials)
  - 3) Number of years at the firm, managing REITs or REOC portfolios and total investment experience
  - 4) Percent of time dedicated to the REIT Platform.
- C. Attach biographies for each of the individuals named above as **Appendix C – Biographies of Key Investment Professionals**.
- D. Does your firm have a minimum track record of five years in actively or passively managing REITs or real estate equity securities in a mandate or mandates that include or are consistent with the proposed mandate?
- E. **Exhibit B (in the attached Excel document)**: What has been the professional turnover rate in the last five years for the firm and REIT Platform? Please provide details for any portfolio managers, analysts or traders who have left or joined the REIT Platform (include product responsibility and reason for departure).
- F. Provide an overview of the compensation structure for the investment professionals involved in managing the proposed strategy. Discuss any employment contracts or other retention mechanisms related to the individuals named in response to Section II.A and II.B.
- G. Describe your succession and continuity plans for the management of the proposed strategy if any of the key investment professionals are internally redeployed or cease to be with the firm altogether.
- H. Has there been any litigation or regulatory action involving your firm or its personnel in the past five years? If yes, please provide details.

- I. Are any of the investment activities associated with the proposed strategy fully or partially outsourced to third-party service providers? If so, please list each firm and describe their respective roles. Are any of these firms considered affiliates of your firm?
- J. **Exhibit B (in the attached Excel document)**: List the offices in which investment decisions for the Fund are made and executed in regards to REIT investing. Where are they located? How many investment professionals are at each office?

### III. INVESTMENT STRATEGY & PROCESS

- A. What commitment does the firm have to maintain or grow its presence in the Real Estate Securities arena?
- B. Briefly describe your investment approach for the proposed mandate.
- C. Describe the universe of securities from which selections will be made. What is the criterion for determining the universe?
- D. Discuss any models used.
- E. Discuss in detail the role of fundamental research, quantitative methods and valuation factors in the investment process.
- F. Is there a separate research department for the REIT team and is it broken down by sector or is research fully integrated within the REIT platform?
- G. What percentage of research utilized in managing REITs is generated from within your organization? What are the sources for externally generated research?
- H. Does a research investment professional sit on the REIT investment committee?
- I. What are your firm's current macro views on the global real estate market providing specific information related to your view on REITs and the industrial sector?
- J. How will the current investment environment assist or work against the proposed mandate.
- K. Describe the investment environment in which this Mandate can be expected to perform well/poorly.
- L. Please describe how the funds are managed; i.e. by an individual portfolio manager, investment team or committee. Who has final decision making authority?
- M. How often does the investment team/committee convene?
- N. Has the Firm's investment philosophy/process changed over the past several years? Are there any changes being contemplated that may impact this Mandate?
- O. Please describe the process, including:
  - 1) Automatic buy/sell triggers (market cap constraints, target prices)
  - 2) Research analyst involvement
  - 3) Portfolio manager involvement
  - 4) Investment team involvement
  - 5) Investment committee involvement
- P. What unique features of your investment approach add the most value?
- Q. Will the Mandate always be fully invested? Is the cash position tactical, strategic, or for liquidity purposes?

### IV. RISK MANAGEMENT

- A. Please discuss any risks that you believe are associated with the proposed strategy (passive industrial REIT). How could these risks be mitigated if possible?
- B. Identify the person(s) or group primarily responsible for the risk management function.

- C. Describe the compliance procedures that are currently in place. Are employees allowed to trade for their personal accounts? Are trades subject to prior approval? If so, to whom?
- D. Outline any optimization or risk control techniques used in the portfolio construction process.
- E. Do you have quantified decision rules for triggering a buy/sell decision on a security?
- F. Please describe how the portfolio is monitored on a day-to-day basis. What risk parameters are critical in evaluating the portfolio?
- G. Does your firm have a written policy on ethics and code of conduct?
- H. Is your firm GIPS compliant?

## **V. PERFORMANCE**

- A. How do you evaluate your performance internally?
- B. **Exhibit-C (in the attached Excel document)**: Please complete the table for all REIT products managed by the Firm (including separate accounts and commingled funds) with data ending 12/31/15. Use separate tables for each product.
- C. If applicable, please discuss historical tracking error for any passively managed separate accounts of the Firm.
- D. Which benchmark do you use for your REIT products and why (describe the index)?
- E. What benchmark do you recommend using for this Product?
- F. How soon following month-end will performance information and manager commentary be made available?

## **VI. OPERATIONS, TRADING & CONTROLS**

- A. Detail the cash flows into and out of similar mandates on a quarterly basis for the last six quarters ending on 12/31/15. Please discuss the Fund's ability to manage inflows and outflows.
- B. Describe the firm's securities trading capabilities associated with this Mandate. Where will trading occur?
- C. How do you monitor and control trading costs?
- D. Do you use commissions (soft dollars) to acquire independent third-party research or other services? If so, identify the vendor and services purchased in 2015 and the costs of these purchases.
- E. Briefly describe your administrative/back office operations and organizational structure.
- F. Briefly describe the key systems and tools used for portfolio management, analysis, trading and accounting. Indicate if these systems are third party or internally developed.
- G. Provide an overview of your operational risk monitoring and management practices. Does your firm participate in SSAE 16 (formerly SAS 70) or equivalent reviews? If available, provide your auditor's opinion on whether controls are adequate to achieve specified objectives and whether controls were operating effectively at the time of audit.
- H. Discuss procedures used to prevent and detect rogue/unauthorized trading in client or firm accounts.
- I. Describe any potential or actual conflicts of interest that exist with respect to the proposed strategy and how each is addressed through internal controls or guidelines.
- J. Provide an overview of your business continuity and disaster recovery systems and plans.

## VII. INVESTMENT VEHICLES, FEES & TERMS

- A. What is the current AUM in this strategy? How much capacity is left? How capacity is determined and managed?
- B. Provide the standard fee schedule, liquidity terms and minimum investment for the following:
  - a. Separate Account
  - b. Commingled Fund
  - c. Institutional Mutual Fund
- C. How often may an investor withdraw funds? What is the notice period? Are there any lock-ups associated with the fund? Are there flood gates? Are investors paid with cash or distributions in kind? Are there any fees or penalties associated with withdrawals?
- D. Has your firm ever offered certain investors in the proposed strategy fee structures, fee rebates, liquidity provisions, or any other modifications to the standard terms of investment through side letters or other agreements? If so, please describe the modified terms and the classes of investors to whom they were offered.
- E. What were total trading costs for this portfolio (bps and dollars) for the most recent calendar year?
- F. Are fees and/or terms negotiable for this mandate? If so, at what size?
- G. Attach relevant documents (e.g., sample investment management agreement, offering memorandum, prospectus) as **Appendix D – Legal Documents**.

## VIII. LEGAL & REGULATORY ISSUES

- A. Is your firm registered as an investment advisor under the Investment Advisors Act of 1940? If so, please attach your firm's ADV Part II as **Appendix E – ADV Part II**. If exempt, please describe the exemption.
- B. Has your firm or any officer, director, partner, principal or employee ever been involved in any past or pending civil or criminal litigation or legal proceeding concerning the management of institutional assets? If so, describe each instance.
- C. Has your firm or any officer, director, partner, principal or employee ever been the subject of any past or pending non-routine investigation or inquiry by a federal or state agency or self-regulatory body regarding fiduciary responsibilities or other investment-related matters? If so, describe each instance and indicate if any directives, letters or opinions were issued concerning said inquiry.
- D. Has any officer, director, partner, principal or employee of your firm ever been convicted of, pled guilty to, or pled *nolo contendere* to a felony? If so, describe each instance.
- E. Summarize the coverage for errors and omissions, professional liability, fiduciary insurance or fidelity bonds held by your firm (i.e., amounts and respective carriers).
- F. Has your firm ever submitted a claim to your errors and omissions, liability, fiduciary or fidelity bond carrier(s)? If so, describe each instance.
- G. Has your firm ever filed, voluntarily or involuntarily, for bankruptcy protection or otherwise been subject to the appointment of a receiver, trustee, or assignee for the benefit of creditors? If so, describe each instance

**IX. MISCELLANEOUS**

- A. What type of standard reporting package do you provide to clients for the proposed strategy? Please attach a sample report as **Appendix F – Sample Client Report**.
- B. Attach a list of institutional clients invested in the proposed strategy as **Appendix G – Representative Institutional Clients**.
- C. Provide references for five current institutional clients invested in the proposed strategy.
- D. Provide references for three prior institutional clients that have terminated their mandates with your firm during the past two years.
- E. How often will the portfolio manager meet with the client to review the portfolio?